

Remarks

As listed above, Claims 94-95 have been added, and Claims 66-68, 70, 82-84, and 86 have been previously canceled. Claims 61, 77-79, 85, 89-91, and 93 have been amended. The Applicants have amended the pending independent claims as listed above to further clarify the elements of the pending claims. Support for these amendments can be found throughout the original specification. Claims 61-65, 69, 71-81, 85, and 87-95 remain pending. No new matter has been added. In light of the above-listed amendments and the remarks below, the Applicants respectfully assert that the application is now in condition for allowance. The Applicants respectfully solicit an indication of such an allowance.

Claim Rejections Under 35 U.S.C. § 101

In the non-final Office Action, Claims 61 and 77 were rejected under 35 U.S.C. § 101 because the claimed invention is allegedly directed to non-statutory subject matter. The Applicants respectfully assert that, per the U.S. Court of Appeals for the Federal Circuit, software is not excluded from patentable subject matter under 35 U.S.C. 101. *See In re Bilski*, 2008 WL 4757110 *15, n.23 (Fed. Cir. 2008) (“[W]e decline to adopt a broad exclusion over software or any other such category of subject matter beyond the exclusion of claims drawn to fundamental principles set forth by the Supreme Court.”). “The test for patentability is not whether an invention is software per se, but whether it meets ‘the same legal requirements for patentability as applied to any other process or method.’” *See Bilski*, *15 (quoting *State St. Bank & Trust Co. v. Signature Fin. Group*, 149, F.3d 1368, 1375-76 (Fed. Cir. 1998)).

Without acquiescing to the rejection, Applicants have amended independent Claims 61 and 77 to recite “a network computing device” to more clearly identify the apparatus that accomplishes one or more of the recited claim elements. Support for such an amendment may be found throughout the specification. (*See, e.g.,* U.S. Application No. 09/892,627, paragraph 0050). Accordingly, the Applicants respectfully submit that amended independent Claim 61 and Claim 77 clearly satisfies 35 U.S.C. § 101. By extension, the Applicants respectfully submit that dependent Claims 62-65, 69, 71-76, 78-81, 85, 87-95 likewise satisfy 35 U.S.C. § 101.

Claim Rejections Under 35 U.S.C. § 103

In the non-final Office Action, Claims 61-65, 69, 71-81, 85, and 87-95, were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,978,780 to Watson (hereinafter “*Watson*”) in view of U.S. Patent No. 5,963,925 to Kolling et al. (hereinafter “*Kolling*”).

Kolling discloses an electronic bill presentment system that replaces the preparation and mailing of paper statements and invoices from a biller with electronic delivery. (*Kolling*, Abstract). *Kolling* also discloses an electronic payment screen for paying the electronically presented bill. Specifically, *Kolling* discloses a “make payment screen” that includes:

buttons 932 for viewing accounts, payments, payees, or for logging off or receiving help. Also included is biller name 934, an amount due 936, a running balance 938, and a due date 940. The customer selects a payment amount 942, a payment date 944, a method of payment 946 and finally clicks pay button 948 to submit the payment via an electronic bill payment system for delivery back to the biller.

(*Kolling*, Col. 32 lines 29-37; Fig. 16).

Watson discloses a bill consolidation, payment aggregation, and settlement system that consolidates all household bills for an enrolled user into a single periodic statement presented to the user for payment. (See *Watson* Col. 1, line 59 – Col. 2, line 15). The *Watson* system calculates payment risk factors and applies them directly to adjusting payments due from households and also calculates an obligation value for each household when setting the consolidated payment for the household. (See *Watson*, Abstract; Col. 5, line 66 - Col. 6, line 53). The system described in *Watson* may also adjust for delayed, deferred, or extended payments over time to better match the payment ability of households that are having difficulty making their payment obligations. (See *Watson*, Col. 19, lines 57-65). In some cases payment obligations may be rescheduled into a new plan, or some payment obligations may be satisfied by a reserve account, funded by a deduction from previous payments or a credit line may be used to make up for shortcomings in the periodic payment. (*Watson*, Col. 19, line 56 – Col. 20, line 10; Col. 21, line 15 – Col. 22, line 4). Partial payments may have a priority as to which outstanding service bill gets paid first. (*Watson*, Col. 19, lines 31-56).

In contrast to *Watson*, *Kolling*, and/or a combination thereof, amended independent Claim 61 includes claim elements such as:

calculating, by the network computing device, a payment date that pre-dates a due date in the received billing information based at least in part on a lead time associated with a remittance method for paying the bill on or before the due date, *wherein the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge;*

transmitting, by the network computing device, a presentation, wherein the presentation includes a payment indicator and a pre-populated payment request, *wherein the pre-populated payment request includes the calculated payment date as a pre-populated payment date*

(See, *supra*, amended independent Claim 61).

The Applicants respectfully assert that the amendments to the claims are supported by the Applicants' specification. For instance, the Applicants' specification states:

Responsive to clicking on indicator 1120 at payor station 120a-120d, a screen 1200, as shown in FIG. 12a, is transmitted by the CF station 140. The screen 1200 includes a check 1205 which can be presented by the payor processor[sic] 450 on the display 460 at the payor station 120a-120d. The check 1205, as shown, resembles a conventional hardcopy personal check. The name of the applicable biller automatically appears in the block 1210. An appropriate payment date automatically appears in block 1215. It should be noted that the indicated payment date may pre-date the payment due date included on the bill presentment information of FIG. 11 to reflect when the payment must be made to ensure timely arrival and avoidance of late charges. The lead time may vary depending on the remittance method (hardcopy check or various forms of electronic funds transfer). The total bill amount is also automatically indicated in block 1220.

(Application No. 09/892,627, paragraph 0099, emphasis added). The Applicants respectfully contend that while *Kolling* describes a payment screen where the user may specify a payment date when paying a bill through interaction with the payment screen, nowhere in *Kolling* does it describe (1) calculating a payment date based at least in part on a lead time associated with a remittance method for paying the bill, *where the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge*, and (2) transmitting a presentation that includes a pre-populated payment request, *wherein the pre-populated payment request includes the calculated payment date as a pre-populated payment date*. Such use of a pre-populated payment date that ensures the avoidance of late charges for a payment past a due date (e.g., late charges resulting from the delay between authorizing payment and actual delivery of the payment) helps the payee avoid confusion or error when determining the latest possible date the payee may submit a payment without being charged late fees. Therefore, the Applicants

respectfully contend that *Kolling* does not teach, suggest, or motivate such functionality described in amended independent Claim 61.

Moreover, the system operating to consolidate household bills into a single periodic payment for an enrolled user described in *Watson* does not teach, suggest, or motivate (1) calculating a payment date based at least in part on a lead time associated with a remittance method for paying the bill, *where the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge*, and (2) transmitting a presentation that includes a pre-populated payment request, *wherein the pre-populated payment request includes the calculated payment date as a pre-populated payment date*.

Watson describes households agreeing to make one or more consolidated payments “on a selected date or dates” (e.g., same date every month), where the consolidated payment(s) is then used to pay various individual service expenses that were incurred during that period. (*See Watson*, Col. 2, lines 10-55). However, nowhere in *Watson* does it teach or suggest setting the consolidated payment dates “based at least in part on a lead time associated with a remittance method for paying the bill . . . wherein the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge,” as stated in amended independent Claim 61, rather the consolidated payment date(s) in *Watson* is set through an advance agreement between the households and the personal settlements exchange. (*See Watson*, Col. 2, lines 10-14; 27-32).

Hence, the consolidation system of *Watson* encourages a payor to relinquish control of when certain bills are paid for the convenience of only having to make a consolidated payment. Therefore, not only does *Watson* not describe transmitting a presentation containing a pre-

populated payment request that includes a calculated payment date that reflects when the payment must be made to ensure the avoidance of a late charge, *Watson* actually teaches away from the use of such presentation in favor of the use of a periodic consolidated payment to pay several bills. As a result, the enrolled users of *Watson* do not have control or input over delaying payment submission until the latest date possible without being charged late fees, but rather they rely on the *Watson* service to calculate a consolidated payment at a given periodic interval to be applied to several bills.

For at least the above stated reasons, neither *Watson*, *Kolling*, nor the combination thereof teaches, suggests, or motivates all the limitations of amended independent Claim 61. Thus, the Applicants respectfully assert that amended independent Claim 61 is not rendered obvious by *Watson*, *Kolling*, or the combination thereof and is, therefore, in condition for allowance. Further, the Applicants respectfully assert that all remarks addressed to the novelty of amended independent Claim 61 are also applicable to amended independent Claims 77 and 93. Therefore, the Applicants respectfully assert that amended independent Claims 77 and 93 are also in condition for allowance for at least the same reasons as amended independent Claim 61.

The Applicants also respectfully assert that the remarks above responding to the rejection under 35 U.S.C. § 103(a) distinguishing *Watson*, *Kolling*, or the combination thereof from the amended independent claims are also applicable to each of the dependent claims of the Applicants' application. Therefore, at the very least, each of the pending dependent claims are allowable as a matter of law as being dependent on allowable base claims, notwithstanding the independent recitation of patentable subject matter that may be described in one or more of the

dependent claims. As a result, the Applicants respectfully assert that the rejections of the dependent claims under 35 U.S.C. § 103(a) are now moot.

Accordingly, the Applicants respectfully assert that no new matter has been added, and the application is now in condition for allowance. If there are any issues that can be resolved by a telephone conference or an Examiner's amendment, the Examiner is invited to call the undersigned attorney at (404) 853.8253.

Conclusion

Reconsideration of the application is requested in light of the amended claims and the remarks. The Applicants believe they have responded to each matter raised in the Office Action. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or additional fees are required beyond those that may otherwise be provided for in the documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

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